

=====

HOA AGENDA FOR 5/14/19 MEADOWBROOK HOA BOARD MEETING, 8:00 PM start

1. Visiting HOA member comments
2. Assignment of HOA Roles:
 - o President
 - o Vice President
 - o Secretary
 - o Treasurer
3. Lead on key duties
 - o Pool approval of timesheets, coordination of pool supervisors, pool attendants
 - o Pool chemical backup to Brad Richardson
 - o Website
 - o NCP Tech (cameras, thermostats)
 - o Construction coordination
 - o Liaison/Lead for new Architectural Committee reboot
 - o Liaison with landscape committee
 - o Lead on HOA Rules/Covenant questions
4. Approval of minutes.
 - o 4/15/2019 HOA Board Meeting –
5. Board Actions Between April 2019 and May 2019 meetings
 - o Annual Meeting May 1, 2019 (Minutes attached in separate document)
 - o Approval/signed contract for Badger Pools (attached)
6. Financial items
 - o Approval of April check detail (sent by Don on May 1, attached)
 - o Other discussions
7. Old Business
 - o Pool
 1. Verify pool attendant employment recommendations/notifications
 2. Pool supervisor approval
 3. Approve Pool Rules 2019
 4. Approve Pool hours
 5. Update on pool Preparation
 6. Popsicle Sale discussions
 - o Updates on gate/fob Security Board – Scott
 - o Mailboxes
 - o Broken entry sign on Pebblebrook
 - o Pond Brush Cleanup Status

8. New Business
 - o Martin Construction
 - o Technology Improvements to NCP – Replacing TDS Wifi, Adding SmartThings hub
 - o Letter to Parkview Owners Re: Sod Covenant (follow-up on request by Kathy)
 - o Architectural Review Appointments (Pat O'Connor stepping down at end of May 30, 2019 or upon appointment of committee)
 - o Discussions of appropriate use of NCP and associated penalties
 - o Hills Wiring proposal – wall pack quote (\$1,190 attached)
 - o Second aerator head in middle pond
 - o Other business
9. Next Meeting –
10. Adjourn

MeadowBrook at Pleasant Valley Homeowners Association, Inc.

05/01/19

Balance Sheet Prev Year Comparison

Accrual Basis

As of April 30, 2019

	Apr 30, 19	Apr 30, 18	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
CD Reserve -0100	25,561.79	0.00	25,561.79	100.0%
CD Reserve -0101	0.00	25,355.49	-25,355.49	-100.0%
CD Reserve -0102	0.00	25,380.88	-25,380.88	-100.0%
CD Reserve -0103	51,655.27	50,968.04	687.23	1.4%
CD Reserve -0104	25,561.12	0.00	25,561.12	100.0%
Checking - Summit CU	39,673.15	33,803.33	5,869.82	17.4%
Money Market Plus - Summit CU	38,816.89	36,754.54	2,062.35	5.6%
Money Market Reserve- Summit CU	58,138.96	52,224.94	5,914.02	11.3%
PayPal Checking Summit CU	1,870.62	559.03	1,311.59	234.6%
PayPal Direct Deposits	92.39	0.00	92.39	100.0%
Savings - Summit CU	5.00	5.00	0.00	0.0%
Savings - Summit CU (MM)	5.00	5.00	0.00	0.0%
Total Checking/Savings	241,380.19	225,056.25	16,323.94	7.3%
Accounts Receivable				
Accounts Receivable	41,220.00	40,165.00	1,055.00	2.6%
Total Accounts Receivable	41,220.00	40,165.00	1,055.00	2.6%
Other Current Assets				
Reserve for Bad Debt	-675.00	-675.00	0.00	0.0%
Undeposited Funds	180.00	0.00	180.00	100.0%
Total Other Current Assets	-495.00	-675.00	180.00	26.7%
Total Current Assets	282,105.19	264,546.25	17,558.94	6.6%
Fixed Assets				
Accum Depreciation-Main Entranc	-1,422.90	0.00	-1,422.90	-100.0%
Accum Depreciation-Security Sys	-14,004.99	-13,109.31	-895.68	-6.8%
Accum Depreciation - Pool Heatr	-5,298.28	-2,533.96	-2,764.32	-109.1%
Main Entrance Landscape	34,149.00	23,449.00	10,700.00	45.6%
Pool	19,350.00	19,350.00	0.00	0.0%
Security System	17,587.79	15,348.55	2,239.24	14.6%
Total Fixed Assets	50,360.62	42,504.28	7,856.34	18.5%
TOTAL ASSETS	332,465.81	307,050.53	25,415.28	8.3%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
Payroll Taxes Pay - Fed/FICA/UC	84.01	45.55	38.46	84.4%
Payroll Taxes Payable-State WH	23.34	3.29	20.05	609.4%
Unearned Revenue	82,050.90	74,360.00	7,690.90	10.3%
Total Other Current Liabilities	82,158.25	74,408.84	7,749.41	10.4%
Total Current Liabilities	82,158.25	74,408.84	7,749.41	10.4%
Long Term Liabilities				
FOB Deposits	3,260.00	3,140.00	120.00	3.8%
Total Long Term Liabilities	3,260.00	3,140.00	120.00	3.8%
Total Liabilities	85,418.25	77,548.84	7,869.41	10.2%
Equity				
Opening Bal Equity	19,614.98	19,614.98	0.00	0.0%
Retained Earnings	208,074.73	191,547.09	16,527.64	8.6%
Net Income	19,357.85	18,339.62	1,018.23	5.6%
Total Equity	247,047.56	229,501.69	17,545.87	7.7%
TOTAL LIABILITIES & EQUITY	332,465.81	307,050.53	25,415.28	8.3%

MeadowBrook at Pleasant Valley Homeowners Association, Inc.

Reconciliation Detail

Checking - Summit CU, Period Ending 04/30/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						22,893.50
Cleared Transactions						
Checks and Payments - 18 items						
Check	03/31/2019	2587	Mary Dahmen	X	-360.00	-360.00
Check	04/02/2019	610	Judy Burkle	X	-390.42	-750.42
Check	04/08/2019	auto	MG&E	X	-189.34	-939.76
Check	04/13/2019	AUTO	West Bend Mutual I...	X	-499.33	-1,439.09
Check	04/15/2019	2590	Scott Nachazel	X	-251.87	-1,690.96
Check	04/15/2019	2589	Statz, Toni 6C	X	-180.00	-1,870.96
Check	04/15/2019	2588	Luke Walsh	X	-88.74	-1,959.70
Check	04/15/2019	auto	US Treasury	X	-52.34	-2,012.04
Check	04/15/2019	2591	Greg Gordon	X	-20.00	-2,032.04
Check	04/18/2019	2593	Clemens 68	X	-180.00	-2,212.04
Check	04/26/2019	auto	TDS	X	-85.78	-2,297.82
Check	04/28/2019	auto	Waunakee Utilities	X	-211.11	-2,508.93
Check	04/28/2019	auto	Waunakee Utilities	X	-19.53	-2,528.46
Check	04/28/2019	auto	Waunakee Utilities	X	-11.74	-2,540.20
Check	04/28/2019	auto	Waunakee Utilities	X	-8.13	-2,548.33
Transfer	04/28/2019			X	-8.00	-2,556.33
Check	04/30/2019	auto	US Treasury	X	-8.57	-2,564.90
Check	04/30/2019	auto	Wisconsin Dept of R...	X	-1.71	-2,566.61
Total Checks and Payments					-2,566.61	-2,566.61
Deposits and Credits - 4 items						
Deposit	04/18/2019			X	1,080.00	1,080.00
Deposit	04/18/2019			X	1,670.00	2,750.00
Deposit	04/29/2019			X	730.90	3,480.90
Deposit	04/30/2019			X	19,980.00	23,460.90
Total Deposits and Credits					23,460.90	23,460.90
Total Cleared Transactions					20,894.29	20,894.29
Cleared Balance					20,894.29	43,787.79
Uncleared Transactions						
Checks and Payments - 7 items						
Check	03/01/2019	2581	Daryll Lund		-20.00	-20.00
Check	04/17/2019	2592	Don Griffin		-50.00	-70.00
Check	04/18/2019	2594	Pickard 39		-20.00	-90.00
Check	04/29/2019	2598	Casey L. Ryan		-2,150.00	-2,240.00
Check	04/29/2019	2597	Badger Swimpoools		-1,297.77	-3,537.77
Check	04/29/2019	2596	Bruce Company		-539.00	-4,076.77
Check	04/29/2019	2595	Erin Lezotte		-37.87	-4,114.64
Total Checks and Payments					-4,114.64	-4,114.64
Total Uncleared Transactions					-4,114.64	-4,114.64
Register Balance as of 04/30/2019					16,779.65	39,673.15
New Transactions						
Checks and Payments - 2 items						
Check	05/07/2019	auto	MG&E		-109.04	-109.04
Check	05/15/2019	auto	US Treasury		-65.40	-174.44
Total Checks and Payments					-174.44	-174.44
Total New Transactions					-174.44	-174.44
Ending Balance					16,605.21	39,498.71

1:43 PM

MeadowBrook at Pleasant Valley Homeowners Association, Inc.

05/01/19

Check Detail

April 2019

Type	Num	Date	Name	Item	Account	Paid Amount
Check		04/30/2019			PayPal Checking S...	
					Accounting & Office ...	-24.10
TOTAL						-24.10
Check	auto	04/08/2019	MG&E		Checking - Summit...	
					Gas Expense	-189.34
TOTAL						-189.34
Check	auto	04/15/2019	US Treasury		Checking - Summit...	
					Payroll Taxes Pay - ...	-26.17
					Payroll Taxes - Office	-26.17
TOTAL						-52.34
Check	auto	04/26/2019	TDS		Checking - Summit...	
					Telephone Local Ser...	-12.92
					DSL - Telephone Se...	-72.86
TOTAL						-85.78
Check	auto	04/28/2019	Waunakee Utilities		Checking - Summit...	
					Electric-Entry Sign &...	-11.74
TOTAL						-11.74
Check	auto	04/28/2019	Waunakee Utilities		Checking - Summit...	
					Electric-Entry Sign &...	-8.13
TOTAL						-8.13
Check	auto	04/28/2019	Waunakee Utilities		Checking - Summit...	
					Electric - WaterFalls...	-19.53
TOTAL						-19.53
Check	auto	04/28/2019	Waunakee Utilities		Checking - Summit...	
					Electric Expense	-211.11
TOTAL						-211.11
Check	auto	04/30/2019	US Treasury		Checking - Summit...	
					Payroll Taxes - Office	-8.57
TOTAL						-8.57
Check	auto	04/30/2019	Wisconsin Dept of ...		Checking - Summit...	
					Payroll Taxes - Office	-1.71

Check Detail

April 2019

Type	Num	Date	Name	Item	Account	Paid Amount
TOTAL						-1.71
Check	AUTO	04/13/2019	West Bend Mutual ...		Checking - Summit...	
					Insurance Bldg & Po...	-499.33
TOTAL						-499.33
Check	610	04/02/2019	Judy Burkle		Checking - Summit...	
					Payroll - Office	-427.50
					Payroll Taxes Payab...	4.38
					Payroll Taxes - Office	32.70
TOTAL						-390.42
Check	2588	04/15/2019	Luke Walsh		Checking - Summit...	
					Accounting & Office ...	-88.74
TOTAL						-88.74
Check	2589	04/15/2019	Statz, Toni 6C		Checking - Summit...	
			Statz, Toni 6C		Accounts Receivable	-180.00
TOTAL						-180.00
Check	2590	04/15/2019	Scott Nachazel		Checking - Summit...	
					Cleaning Supplies E...	-251.87
TOTAL						-251.87
Check	2591	04/15/2019	Greg Gordon		Checking - Summit...	
					FOB Deposits	-20.00
TOTAL						-20.00
Check	2592	04/17/2019	Don Griffin		Checking - Summit...	
					Rent Clubhouse	-50.00
TOTAL						-50.00
Check	2593	04/18/2019	Clemens 68		Checking - Summit...	
			Clemens 68		Accounts Receivable	-180.00
TOTAL						-180.00
Check	2594	04/18/2019	Pickard 39		Checking - Summit...	
					FOB Deposits	-20.00
TOTAL						-20.00
Check	2595	04/29/2019	Erin Lezotte		Checking - Summit...	

1:43 PM

MeadowBrook at Pleasant Valley Homeowners Association, Inc.

05/01/19

Check Detail

April 2019

Type	Num	Date	Name	Item	Account	Paid Amount
					Cleaning Supplies E...	-37.87
TOTAL						-37.87
Check	2596	04/29/2019	Bruce Company		Checking - Summit...	
					Waterfall & Ponds E...	-539.00
TOTAL						-539.00
Check	2597	04/29/2019	Badger Swimpools		Checking - Summit...	
					Pool Maintenance & ...	-1,297.77
TOTAL						-1,297.77
Check	2598	04/29/2019	Casey L. Ryan		Checking - Summit...	
					Landscaping Mainte...	-2,150.00
TOTAL						-2,150.00

Check Detail

April 2019

Original Amount

-24.10

24.10

24.10

-189.34

189.34

189.34

-52.34

26.17

26.17

52.34

-85.78

12.92

72.86

85.78

-11.74

11.74

11.74

-8.13

8.13

8.13

-19.53

19.53

19.53

-211.11

211.11

211.11

-8.57

8.57

8.57

-1.71

1.71

1.71

Check Detail

April 2019

<u>Original Amount</u>
1.71
-499.33
<u>499.33</u>
499.33
-390.42
427.50
-4.38
<u>-32.70</u>
390.42
-88.74
<u>88.74</u>
88.74
-180.00
<u>180.00</u>
180.00
-251.87
<u>251.87</u>
251.87
-20.00
<u>20.00</u>
20.00
-50.00
<u>50.00</u>
50.00
-180.00
<u>180.00</u>
180.00
-20.00
<u>20.00</u>
20.00
-37.87

1:43 PM

MeadowBrook at Pleasant Valley Homeowners Association, Inc.

05/01/19

Check Detail

April 2019

<u>Original Amount</u>
37.87
37.87
-539.00
539.00
539.00
-1,297.77
1,297.77
1,297.77
-2,150.00
2,150.00
2,150.00

MeadowBrook at Pleasant Valley Homeowners Association 12:04 PM
Customer Balance Summary 05/01/2019
As of April 30, 2019

Kijak Ropers 75
TOTAL

Apr 30, 19

540.00

540.00

1:38 PM

MeadowBrook at Pleasant Valley Homeowners Association, Inc.

05/01/19

Journal
April 2019

<u>Trans #</u>	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>
16067	General Journal	04/15/2019	874	Pickard 39 Pickard 39
16190	General Journal	04/30/2019	875	
16191	General Journal	04/30/2019	876	
16192	General Journal	04/30/2019	877	
16193	General Journal	04/30/2019	878	

TOTAL

Journal

April 2019

Memo	Account	Debit	Credit
Sale Pickard to Van Keulen	Unearned Revenue	540.00	
Sale Pickard to Van Keulen	Accounts Receivable		540.00
		540.00	540.00
Depr over 7 year useful life; purch'd 5/30/17	Depreciation Pool H...	230.36	
Depr over 7 year useful life; purch'd 5/30/17	Accum Depreciation...		230.36
		230.36	230.36
depr main entrance landscaping; 20-yr useful life	Depreciation - Main ...	142.29	
depr main entrance landscaping; 20-yr useful life	Accum Depreciation...		142.29
		142.29	142.29
Revenue recognition 1/12th	Unearned Revenue	10,260.00	
Revenue recognition 1/12th	Association Dues		10,260.00
		10,260.00	10,260.00
Depr security cameras 5 yr SL	Depreciation Securit...	74.64	
Depr security cameras 5 yr SL	Accum Depreciation...		74.64
		74.64	74.64
		11,247.29	11,247.29

Profit & Loss Budget vs. Actual

January through April 2019

	Jan - Apr 19	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Association Dues	41,040.00	41,040.00	0.00
Concession Income	0.00	0.00	0.00
Interest Income	543.81	332.00	211.81
Rent Clubhouse	955.00	1,064.00	-109.00
Total Income	42,538.81	42,436.00	102.81
Gross Profit	42,538.81	42,436.00	102.81
Expense			
Landscaping & Common Areas Exp			
Boulevard Islands	0.00	0.00	0.00
Depreciation - Main Entrance	569.16	572.00	-2.84
Electric-Entry Sign & Pump	79.13	664.00	-584.87
Electric - WaterFalls Expense	78.12	664.00	-585.88
Landscaping Maintenance Svcs	2,150.00	0.00	2,150.00
Mowing & Trimming Services	0.00	0.00	0.00
Other Expense - Lands Expense	0.00	0.00	0.00
Payroll - Landscaping	0.00	0.00	0.00
Snow Removal Expense	2,215.00	3,100.00	-885.00
Waterfall & Ponds Expense	539.00	0.00	539.00
Total Landscaping & Common Areas Exp	5,630.41	5,000.00	630.41
Neighborhood Ctr & Pools Exp			
Cleaning Service Expense	1,080.00	1,100.00	-20.00
Cleaning Supplies Expense	289.74		
Depreciation Pool Heaters	921.44	920.00	1.44
Depreciation Security System	298.56	300.00	-1.44
DSL - Telephone Service	298.17	175.00	123.17
Electric Expense	2,210.22	1,100.00	1,110.22
Gas Expense	843.47	850.00	-6.53
Maintenance (Bldg) Expense	0.00	1,000.00	-1,000.00
NC Furniture/Equip.Repr/Replac	63.25	332.00	-268.75
Other Expense NC&P	0.00	332.00	-332.00
PayPal Fees	33.16	40.00	-6.84
Payroll - Pool Staff	0.00	0.00	0.00
Payroll Taxes - Cleaning	0.00	0.00	0.00
Pool - Open & Close Expense	0.00	0.00	0.00
Pool Chemicals Expense	0.00	0.00	0.00
Pool License & permit Expense	0.00	0.00	0.00
Pool Maintenance & Repairs	1,297.77	0.00	1,297.77
Pools Misc Expense	0.00	0.00	0.00
Rubbish Removal Expense	0.00	0.00	0.00
Security Expense	0.00	250.00	-250.00
TDS TV	66.96	491.00	-424.04
Telephone Local Service Expense	173.07	40.00	133.07
Total Neighborhood Ctr & Pools Exp	7,575.81	6,930.00	645.81
Other Expense			
Accounting & Office Expense	353.10	400.00	-46.90
Income Tax Expense	253.00	230.00	23.00
Insurance Bldg & Pools	1,997.32	1,850.00	147.32
Legal & Professional Fees	585.00	600.00	-15.00
Postage	70.00	56.00	14.00
Real Estate Tax Expense	4,741.81	4,700.00	41.81
Total Other Expense	8,000.23	7,836.00	164.23
Payroll Expenses			
Payroll - Office	1,855.54	1,520.00	335.54
Payroll Taxes - Office	118.97	132.00	-13.03
Workers Comp Ins	0.00	0.00	0.00
Total Payroll Expenses	1,974.51	1,652.00	322.51

12:02 PM

MeadowBrook at Pleasant Valley Homeowners Association, Inc.

05/01/19

Profit & Loss Budget vs. Actual

Accrual Basis

January through April 2019

	<u>Jan - Apr 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Total Expense	23,180.96	21,418.00	1,762.96
Net Ordinary Income	19,357.85	21,018.00	-1,660.15
Net Income	<u>19,357.85</u>	<u>21,018.00</u>	<u>-1,660.15</u>

Profit & Loss Budget vs. Actual

January through April 2019

	<u>% of Budget</u>
Ordinary Income/Expense	
Income	
Association Dues	100.0%
Concession Income	0.0%
Interest Income	163.8%
Rent Clubhouse	89.8%
Total Income	<u>100.2%</u>
Gross Profit	100.2%
Expense	
Landscaping & Common Areas Exp	
Boulevard Islands	0.0%
Depreciation - Main Entrance	99.5%
Electric-Entry Sign & Pump	11.9%
Electric - WaterFalls Expense	11.8%
Landscaping Maintenance Svcs	100.0%
Mowing & Trimming Services	0.0%
Other Expense - Lands Expense	0.0%
Payroll - Landscaping	0.0%
Snow Removal Expense	71.5%
Waterfall & Ponds Expense	100.0%
Total Landscaping & Common Areas Exp	<u>112.6%</u>
Neighborhood Ctr & Pools Exp	
Cleaning Service Expense	98.2%
Cleaning Supplies Expense	
Depreciation Pool Heaters	100.2%
Depreciation Security System	99.5%
DSL - Telephone Service	170.4%
Electric Expense	200.9%
Gas Expense	99.2%
Maintenance (Bldg) Expense	0.0%
NC Furniture/Equip.Repr/Replac	19.1%
Other Expense NC&P	0.0%
PayPal Fees	82.9%
Payroll - Pool Staff	0.0%
Payroll Taxes - Cleaning	0.0%
Pool - Open & Close Expense	0.0%
Pool Chemicals Expense	0.0%
Pool License & permit Expense	0.0%
Pool Maintenance & Repairs	100.0%
Pools Misc Expense	0.0%
Rubbish Removal Expense	0.0%
Security Expense	0.0%
TDS TV	13.6%
Telephone Local Service Expense	432.7%
Total Neighborhood Ctr & Pools Exp	<u>109.3%</u>
Other Expense	
Accounting & Office Expense	88.3%
Income Tax Expense	110.0%
Insurance Bldg & Pools	108.0%
Legal & Professional Fees	97.5%
Postage	125.0%
Real Estate Tax Expense	100.9%
Total Other Expense	<u>102.1%</u>
Payroll Expenses	
Payroll - Office	122.1%
Payroll Taxes - Office	90.1%
Workers Comp Ins	0.0%
Total Payroll Expenses	<u>119.5%</u>

12:02 PM

MeadowBrook at Pleasant Valley Homeowners Association, Inc.

05/01/19

Profit & Loss Budget vs. Actual

Accrual Basis

January through April 2019

	<u>% of Budget</u>
Total Expense	<u>108.2%</u>
Net Ordinary Income	<u>92.1%</u>
Net Income	<u><u>92.1%</u></u>

MeadowBrook at Pleasant Valley Homeowners Association, Inc.

05/01/19

Profit & Loss

Accrual Basis

January through April 2019

	Jan - Apr 19	Jan - Apr 18	\$ Change
Ordinary Income/Expense			
Income			
Association Dues	41,040.00	37,180.00	3,860.00
Handling Fee	0.00	5.00	-5.00
Interest Income	543.81	330.55	213.26
Rent Clubhouse	955.00	1,052.00	-97.00
Total Income	42,538.81	38,567.55	3,971.26
Gross Profit	42,538.81	38,567.55	3,971.26
Expense			
Landscaping & Common Areas Exp			
Boulevard Islands	0.00	124.43	-124.43
Depreciation - Main Entrance	569.16	0.00	569.16
Electric-Entry Sign & Pump	79.13	84.46	-5.33
Electric - WaterFalls Expense	78.12	78.12	0.00
Landscaping Maintenance Svcs	2,150.00	0.00	2,150.00
Mowing & Trimming Services	0.00	0.00	0.00
Other Expense - Lands Expense	0.00	193.89	-193.89
Snow Removal Expense	2,215.00	2,600.00	-385.00
Waterfall & Ponds Expense	539.00	0.00	539.00
Total Landscaping & Common Areas Exp	5,630.41	3,080.90	2,549.51
Neighborhood Ctr & Pools Exp			
Cleaning Service Expense	1,080.00	1,200.00	-120.00
Cleaning Supplies Expense	289.74	0.00	289.74
Depreciation Pool Heaters	921.44	921.44	0.00
Depreciation Security System	298.56	0.00	298.56
DSL - Telephone Service	298.17	177.47	120.70
Electric Expense	2,210.22	1,118.94	1,091.28
Gas Expense	843.47	838.66	4.81
NC Furniture/Equip.Repr/Replac	63.25	269.81	-206.56
Other Expense NC&P	0.00	167.03	-167.03
PayPal Fees	33.16	0.00	33.16
Pool Maintenance & Repairs	1,297.77	0.00	1,297.77
Pools Misc Expense	0.00	76.36	-76.36
TDS TV	66.96	491.12	-424.16
Telephone Local Service Expense	173.07	40.88	132.19
Total Neighborhood Ctr & Pools Exp	7,575.81	5,301.71	2,274.10
Other Expense			
Accounting & Office Expense	353.10	351.56	1.54
Bad Debt Write Off	0.00	225.00	-225.00
Income Tax Expense	253.00	232.00	21.00
Insurance Bldg & Pools	1,997.32	2,019.00	-21.68
Legal & Professional Fees	585.00	2,000.98	-1,415.98
Postage	70.00	41.85	28.15
Real Estate Tax Expense	4,741.81	4,679.59	62.22
Total Other Expense	8,000.23	9,549.98	-1,549.75
Payroll Expenses			
Payroll - Office	1,855.54	2,160.82	-305.28
Payroll Taxes - Office	118.97	134.52	-15.55
Total Payroll Expenses	1,974.51	2,295.34	-320.83
Reconciliation Discrepancies	0.00	0.00	0.00
Total Expense	23,180.96	20,227.93	2,953.03
Net Ordinary Income	19,357.85	18,339.62	1,018.23
Net Income	19,357.85	18,339.62	1,018.23

Profit & Loss

January through April 2019

	<u>% Change</u>
Ordinary Income/Expense	
Income	
Association Dues	10.4%
Handling Fee	-100.0%
Interest Income	64.5%
Rent Clubhouse	-9.2%
Total Income	<u>10.3%</u>
Gross Profit	10.3%
Expense	
Landscaping & Common Areas Exp	
Boulevard Islands	-100.0%
Depreciation - Main Entrance	100.0%
Electric-Entry Sign & Pump	-6.3%
Electric - WaterFalls Expense	0.0%
Landscaping Maintenance Svcs	100.0%
Mowing & Trimming Services	0.0%
Other Expense - Lands Expense	-100.0%
Snow Removal Expense	-14.8%
Waterfall & Ponds Expense	100.0%
Total Landscaping & Common Areas Exp	<u>82.8%</u>
Neighborhood Ctr & Pools Exp	
Cleaning Service Expense	-10.0%
Cleaning Supplies Expense	100.0%
Depreciation Pool Heaters	0.0%
Depreciation Security System	100.0%
DSL - Telephone Service	68.0%
Electric Expense	97.5%
Gas Expense	0.6%
NC Furniture/Equip.Repr/Replac	-76.6%
Other Expense NC&P	-100.0%
PayPal Fees	100.0%
Pool Maintenance & Repairs	100.0%
Pools Misc Expense	-100.0%
TDS TV	-86.4%
Telephone Local Service Expense	323.4%
Total Neighborhood Ctr & Pools Exp	<u>42.9%</u>
Other Expense	
Accounting & Office Expense	0.4%
Bad Debt Write Off	-100.0%
Income Tax Expense	9.1%
Insurance Bldg & Pools	-1.1%
Legal & Professional Fees	-70.8%
Postage	67.3%
Real Estate Tax Expense	1.3%
Total Other Expense	<u>-16.2%</u>
Payroll Expenses	
Payroll - Office	-14.1%
Payroll Taxes - Office	-11.6%
Total Payroll Expenses	<u>-14.0%</u>
Reconciliation Discrepancies	<u>0.0%</u>
Total Expense	<u>14.6%</u>
Net Ordinary Income	<u>5.6%</u>
Net Income	<u><u>5.6%</u></u>

Profit & Loss

April 2019

	Apr 19	Apr 18	\$ Change
Ordinary Income/Expense			
Income			
Association Dues	10,260.00	9,295.00	965.00
Interest Income	164.02	86.25	77.77
Rent Clubhouse	0.00	562.00	-562.00
Total Income	<u>10,424.02</u>	<u>9,943.25</u>	<u>480.77</u>
Gross Profit	10,424.02	9,943.25	480.77
Expense			
Landscaping & Common Areas Exp			
Depreciation - Main Entrance	142.29	0.00	142.29
Electric-Entry Sign & Pump	19.87	23.58	-3.71
Electric - WaterFalls Expense	19.53	19.53	0.00
Landscaping Maintenance Svcs	2,150.00	0.00	2,150.00
Mowing & Trimming Services	0.00	0.00	0.00
Snow Removal Expense	0.00	405.00	-405.00
Waterfall & Ponds Expense	539.00	0.00	539.00
Total Landscaping & Common Areas Exp	<u>2,870.69</u>	<u>448.11</u>	<u>2,422.58</u>
Neighborhood Ctr & Pools Exp			
Cleaning Service Expense	0.00	300.00	-300.00
Cleaning Supplies Expense	289.74	0.00	289.74
Depreciation Pool Heaters	230.36	230.36	0.00
Depreciation Security System	74.64	0.00	74.64
DSL - Telephone Service	72.86	44.36	28.50
Electric Expense	211.11	208.68	2.43
Gas Expense	189.34	165.40	23.94
Pool Maintenance & Repairs	1,297.77	0.00	1,297.77
Pools Misc Expense	0.00	76.36	-76.36
TDS TV	0.00	122.78	-122.78
Telephone Local Service Expense	12.92	10.16	2.76
Total Neighborhood Ctr & Pools Exp	<u>2,378.74</u>	<u>1,158.10</u>	<u>1,220.64</u>
Other Expense			
Accounting & Office Expense	112.84	113.22	-0.38
Bad Debt Write Off	0.00	225.00	-225.00
Insurance Bldg & Pools	499.33	504.75	-5.42
Legal & Professional Fees	0.00	570.00	-570.00
Total Other Expense	<u>612.17</u>	<u>1,412.97</u>	<u>-800.80</u>
Payroll Expenses			
Payroll - Office	427.50	595.46	-167.96
Payroll Taxes - Office	3.75	47.32	-43.57
Total Payroll Expenses	<u>431.25</u>	<u>642.78</u>	<u>-211.53</u>
Total Expense	<u>6,292.85</u>	<u>3,661.96</u>	<u>2,630.89</u>
Net Ordinary Income	<u>4,131.17</u>	<u>6,281.29</u>	<u>-2,150.12</u>
Net Income	<u><u>4,131.17</u></u>	<u><u>6,281.29</u></u>	<u><u>-2,150.12</u></u>

Profit & Loss

April 2019

	<u>% Change</u>
Ordinary Income/Expense	
Income	
Association Dues	10.4%
Interest Income	90.2%
Rent Clubhouse	-100.0%
Total Income	<u>4.8%</u>
Gross Profit	4.8%
Expense	
Landscaping & Common Areas Exp	
Depreciation - Main Entrance	100.0%
Electric-Entry Sign & Pump	-15.7%
Electric - WaterFalls Expense	0.0%
Landscaping Maintenance Svcs	100.0%
Mowing & Trimming Services	0.0%
Snow Removal Expense	-100.0%
Waterfall & Ponds Expense	100.0%
Total Landscaping & Common Areas Exp	<u>540.6%</u>
Neighborhood Ctr & Pools Exp	
Cleaning Service Expense	-100.0%
Cleaning Supplies Expense	100.0%
Depreciation Pool Heaters	0.0%
Depreciation Security System	100.0%
DSL - Telephone Service	64.3%
Electric Expense	1.2%
Gas Expense	14.5%
Pool Maintenance & Repairs	100.0%
Pools Misc Expense	-100.0%
TDS TV	-100.0%
Telephone Local Service Expense	27.2%
Total Neighborhood Ctr & Pools Exp	<u>105.4%</u>
Other Expense	
Accounting & Office Expense	-0.3%
Bad Debt Write Off	-100.0%
Insurance Bldg & Pools	-1.1%
Legal & Professional Fees	-100.0%
Total Other Expense	<u>-56.7%</u>
Payroll Expenses	
Payroll - Office	-28.2%
Payroll Taxes - Office	-92.1%
Total Payroll Expenses	<u>-32.9%</u>
Total Expense	<u>71.8%</u>
Net Ordinary Income	<u>-34.2%</u>
Net Income	<u><u>-34.2%</u></u>

ConsensusDocs 205

**STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND
CONSTRUCTOR
(Lump Sum Price)**

Job Number: **900-19-16** Account Code:

This Agreement is made this 16th day of April, 2019, by and between

OWNER, **Meadowbrook HOA
Mr. Ben Peotter
Waunakee, WI 53597**

and

CONSTRUCTOR, **Badger Swimpools, Inc,
N789 Golf Road
Prairie du Sac, WI 53578**

Tax identification number (TIN) 39-0924624

The Owner and Constructor are collectively the "Parties." Notice to the Parties shall be given at the above addresses.

PROJECT: Replaster Wading Pool and Activity Pool with waterline tile and coping.

1. **THE WORK** The Constructor shall furnish construction administration and management services and use the Constructor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Constructor shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A "The Work", all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

2. **PRICE** As full compensation for performance by the Constructor of the Work, the Owner shall pay the Constructor the lump sum price of **Seventy four thousand five hundred eighty five and 00/100 dollars (74,585.00)**. The lump sum price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.

3. **EXHIBITS** The following attached exhibits are made part of this Agreement:

A. **EXHIBIT A: The Work**, 2 pages.

4. **CONSTRUCTOR'S RESPONSIBILITIES** The Constructor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

4.1. Except for permits and fees that are the responsibility of the Owner pursuant to this Agreement, the Constructor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

5. OWNER'S RESPONSIBILITIES Any information or services to be provided by the Owner shall be provided in a timely manner.

5.1. MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) days after receiving the Constructor's written request, the Owner shall provide the Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

5.2. BUILDING PERMIT, FEES, AND APPROVALS Except for those required of the Constructor pursuant to this Agreement, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6. CHANGES

The Constructor may request or the Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.

7. PAYMENT

7.1. Final payment of the balance of the Contract Price shall be made to the Constructor within twenty (20) days after the Constructor has submitted to the Owner a complete and accurate invoice. Such invoice may be submitted at any time following completion of the Work and acceptance by Owner. Timely acceptance by owner shall not be unreasonably withheld.

7.2. LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the maximum statutory rate at the place of the Project.

8. INDEMNITY

9. INSURANCE

9.1 Constructor shall carry commercially reasonable liability insurance to cover claims arising out of the performance of this Agreement and shall select only subcontractors that are likewise insured. Constructor shall carry commercially reasonable worker's compensation insurance and shall select only subcontractors that are likewise insured.

9.2 Owner shall maintain a Property Insurance Policy that covers the premises at which the Work will occur, and Owner shall be responsible for any deductible amounts or coinsurance. Owner shall also maintain liability insurance for itself throughout the period of the Work.

9.3 Either of the Parties may request from the other Party a copy of the policies or relevant portions thereof to demonstrate compliance with this Article.

10. BONDS Performance and Payment Bonds are not required of the Constructor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to the

Owner. The Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

11. CLAIMS AND DISPUTE RESOLUTION

11.1. CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in sections 6. for any claim for an increase in the Contract Price or the Contract Time, the Constructor shall give the Owner written notice of the claim within fourteen (14) days after the occurrence giving rise to the claim or within fourteen (14) days after the Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

11.2. DISPUTE MITIGATION THROUGH DIRECT DISCUSSIONS If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions. Within five (5) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.

11.3. MEDIATION Disputes between the Owner and Constructor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (AAA). The Parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

11.4. BINDING DISPUTE RESOLUTION If neither direct discussions nor mediation successfully resolve the dispute, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using the current Construction Industry Arbitration Rules of the AAA, or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

11.5. COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

11.6. VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

12. MISCELLANEOUS

12.1. GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

12.2. NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER
HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR
MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON

OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

12.3. JOINT DRAFTING: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

12.4. Period of Service: Constructor shall begin work in fall 2019, not earlier than September 16, 2019, with substantial completion by October 31, 2019 and shall leave pools appropriately winterized upon completion of the Work that occurs in 2019. However, at Constructor's option and with written notice to Owner, final completion of the Work may be deferred to early 2020, but in no event may the Work be completed any later than April 30, 2020. Time is of the essence with respect to the April 30, 2020 completion deadline.

12.5. Completion and Acceptance: Upon reaching substantial completion, Constructor and Owner shall arrange to meet at the site to review completed work and identify any punch list items that Constructor must complete prior to payment. Constructor shall provide owner with written initial maintenance instructions and any long-term maintenance plan, with availability to provide consultation with Owner's representative.

12.6. Standard of Performance: The standard of care for all services performed or furnished by Constructor under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

12.7. Express Warranty: Constructor guarantees that all materials and workmanship performed or furnished under this Agreement shall be free from material defects and that services will be performed with that level of care and skill normally employed by others performing the same or similar services at the time in that locale for commercial-grade pools. No warranty repair expense incurred by the Owner shall be a valid claim under Constructor's warranties, unless the Owner had provided Constructor with written notice of any defect and allowed Constructor reasonable time to obtain materials, parts, and equipment and to repair the defects at no cost to Owner. Constructor's work as used herein shall include work of

subcontractors engaged by Constructor, and shall not include any work performed by other contractors engaged separate from the Agreement by Owner. This warranty shall be effective for a period of 1 year from the date of Owner's acceptance.

Constructor's express warranties shall not apply to damage to any part of the swimming pool shell, circulation piping, deck or equipment, resulting from natural causes or acts of God, including earthquakes, ground swells, inundation's, ground or hillside motion, landslides, or any natural or accidental cause or peril resulting from storms, surface drainage, floods, war, riot, or damage caused by negligent or willful acts of person(s) other than Constructor, its subcontractor or employees.

12.8 Compliance with Laws and Regulations: Materials delivered and services performed hereunder shall comply with requirements of all applicable federal, state, or local laws and regulation.

12.9 Health and Safety: Constructor shall be responsible for all matters relating to the health and safety of its personnel, equipment, and subcontractors (if any) in performance of the services.

OWNER:

BY:



Date:

5/6/2019

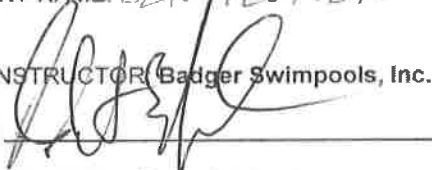
PRINT NAME: BEN PEOTTER

PRINT TITLE: MEADOWBROOK

HOA-SECRETARY

CONSTRUCTOR: Badger Swimpools, Inc.

BY:



Date:

5/6/2019

PRINT NAME: Robert Jelinek

PRINT TITLE: President

END OF DOCUMENT.



CONSTRUCTING INNOVATIVE AQUATIC FACILITIES

April 30, 2019

Meadowbrook
Mr. Ben Peotter
benpeotter@gmail.com

Re: Pool and wading pool renovation budget for the Meadowbrook Neighborhood pool, Waunakee, WI

Dear Ben:

We are pleased to provide a proposal for pool renovation for the existing pool and wading pool at the Meadowbrook Neighborhood aquatic facility located in Waunakee, WI. We do not include any allowance for architectural or engineering work (if required) and/or for any state/local approvals for work (if required). All work will be completed according to Wisconsin building and swimming pool codes. The scope of work for this proposal is as follows:

We propose to furnish all materials, labor and equipment necessary to complete the following work:

Wading Pool

- Prep the basin and replaster with exposed aggregate pool plaster. **\$ 16,340**
- Remove and replace 6" waterline tile band at the wading pool. **\$ 2,795**
- Remove/ replace 6" waterline tile band in conjunction with replastering. **Deduct: \$ 595**
- Remove and replace pool coping. **\$ 6,790**
- Install new 2" ceramic tile accents on pool steps similar to existing conditions.

Activity Pool

- Prep the basin and replaster with exposed aggregate pool plaster. **\$ 33,805**
- Remove and replace 6" waterline tile band at the wading pool. **\$ 4,928**
- Remove/ replace 6" waterline tile band in conjunction with replastering. **Deduct: \$ 1,055**
- Remove and replace pool coping. **\$ 11,577**
- Install new 2" ceramic tile accents on pool steps and benches similar to existing conditions.
- Install three 6" lanes in the pool with floor targets, similar to existing conditions.
- Repair pool step wall where the tile and mud bed have deteriorated.

Other

- Constructor shall restore any portion of the premises to pre-construction conditions (e.g., fence panels, landscaping, etc.) that may be modified by Constructor or Constructor's subcontractors in the course of performing the Work.
- Following completion of construction, replace to existing conditions and reuse the inlet face fittings, floor inlet face fittings, main drain grates, skimmer equalizer grates, ladders, and other elements that would be removed to perform work, unless they would be removed for winterizing. Coordinate with Owner prior to replacement of these features.
- Provide submittals or samples for coating system, finishes, and tiles to Owner for approval prior to installation. Colors should attempt to match existing conditions.

This proposal does not include: deck drainage, deck replacement, deck finishes, deck furnishings, electrical, HVAC, or potable water /sanitary plumbing.

All standard general requirements and administration is included in the costs above. This proposal is valid for 30 days from the above date. Please call our office at 608-643-6440 with any questions or if you wish to proceed. We look forward to working with you and thank you very much.

Sincerely yours,
BADGER SWIMPOOLS, INC.
Robert E. Jelinek
bjelinek@badgerswimpools.com

Badger Swimpools, Inc. • N789 Golf Road, Prairie du Sac, WI 53578 • Ph: 608-643-6440; Fx: 608-643-3732

HILL'S WIRING INC.
 615 W. HILL STREET
 P.O. BOX 47
 Baraboo WI 53913
 Phone: 608-356-9797 Fax: 608-356-9399

PROPOSAL

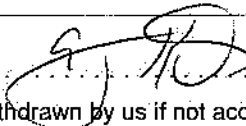
PROPOSAL #	8494	PAGE	1
DATE	05/13/2019		
DESC	REPLACE 4 - 175W MERCURY VAPOR TO LED		
CUSTOMER	MEADOWBROOK HOMEOWNER ASSOC, NEIGHBORHOOD		
ADDRESS	801 PLEASANT VALLEY PARKWAY WAUNAKEE WI 53597		
CONTACT	CHRIS		
PHONE	608-217-9419		

- 4 - Demo / recycle existing wall packs.
 - 3 - 32W , 3000K led wallpacks. (front of building.)
 - 1 - 57W , 3000K led wallpack. (pool area up high.)
- Will be controlled by existing time clock.

Total cost \$1,190.00

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of: **\$1,190.00**
 One Thousand One Hundred Ninety Dollars And 00 Cents

Payable as follows:
 AS PER SIGNED PROPOSAL

Authorized Signature:  **Date:** 5-13-19

Note: This Proposal may be withdrawn by us if not accepted within 60 Days

TERMS AND CONDITIONS. Your contract with Hill's Wiring, Inc. ("Contractor") is subject to the following terms and conditions, which are a part of the contract:

1. **Payment; Late and NSF charges.** Your payment is due [15 days] from the date of invoice. All payments must be payable to "Hill's Wiring, Inc." You shall pay a [1.5%] monthly finance charge [(18% per year)] or, if lower, the highest amount permitted by law, on all amounts outstanding past [15 days.] You shall pay Contractor a [\$35] fee on any payments returned for non-sufficient funds or cancelled payments.
2. **Change Orders.** Any alteration or deviation from the specifications of the initial order involving extra costs will be effective only upon written change orders and will become an extra charge over and above the initial estimate or quote.
3. **Workmanship.** All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Contractor warrants labor and materials for a period of 12 months from the date of Substantial Completion. "Substantial Completion" means the date when the work is sufficiently complete so that you can utilize the property or a designated portion of it for the use for which it was intended. Repairs necessitated by acts of others are not covered under Contractor's warranty and Contractor will make such repairs on a time and materials basis. CONTRACTOR HEREBY DISCLAIMS ANY OTHER

REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE WORK, WHETHER EXPRESS OR IMPLIED, AND OWNER HEREBY WAIVES THEM. ANY CLAIM RELATING TO WORKMANSHIP MUST BE BROUGHT WITHIN TWELVE MONTHS FROM THE DATE UPON WHICH CONTRACTOR LAST PROVIDED LABOR OR MATERIALS TO OWNER.

4. **Limitation on Liability.** Contractor's liability is limited to actual damages. CONTRACTOR SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LIQUIDATED, OR OTHER DAMAGES INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE, LOSS OF CAPITAL, DELAY DAMAGES, LOSS OF GOODWILL, CLAIM OF THIRD PARTIES, OR SIMILAR DAMAGES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

5. **Permits; Taxes.** You shall determine which permits, such as building permits, are necessary for the goods and services provided under this contract and shall pay for the permits. You shall pay any taxes, however designated, arising from or based upon this contract, your payments under it, or goods or services furnished or used under it, except for income or corporate excise tax assessed against or levied on Contractor.

6. **Insurance.** YOU SHALL OBTAIN INSURANCE TO COVER POTENTIAL INSURABLE LIABILITIES. You hereby expressly assign to Contractor all your right, title, and interest in and to all insurance policies and the proceeds from them to the extent of any loss covered by the policies sustained by Contractor relating to goods provided under this contract. Upon Contractor's request, you shall cause Contractor to be named as an additional insured on any policies insuring the goods.

7. **Force Majeure.** Neither party shall lose any rights under this contract or be liable to the other for damages or losses (except for payment obligations) for failure of performance by a party if the failure is the result of: an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake); war or act of terrorism, including chemical or biological warfare; labor dispute, lockout, strike, or embargo; governmental acts, orders, or restrictions; failure of suppliers or third persons; or any other reason where failure to perform is beyond the reasonable control and is not caused by the negligence or intentional misconduct of the party and the party has exercised all reasonable efforts to avoid or remedy such failure of performance.

8. **Governing Law; Venue.** The contract, including these terms and conditions, is governed by the internal laws of the State of Wisconsin. Any dispute under this contract shall be resolved in the trial courts of Sauk County, Wisconsin.

9. **Disputes.** If Contractor prevails in any dispute with you regarding the contract, you shall pay Contractor all of its actual costs in the dispute, including reasonable attorneys' fees incurred.

10. **Waiver.** A party's failure to require performance or observance by any party of any term or condition, waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right of that party to require such performance or observance at any subsequent time.

11. **Amendment.** This contract may not be changed, amended, modified, released, or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this contract and signed by all parties.

Lien Notice. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ACCEPTANCE OF PROPOSAL - The Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: **Date:**

Meadowbrook Pool Rules (Revised May 20182019)

Schedule and Hours

1. The pools are expected to be open from ~~approximately~~ Memorial Day weekend through Labor DaySeptember 9.
2. The pools are normally open from **6:00 am until: 9:00 pm (through July 1520), 8:30 pm (through Aug. 15), or 8:00 pm (through end of season)**. The pools and deck area are always closed outside of the normal hours. Swimming when it is dark is never permitted. The pools and the deck area are also closed if a "closed" sign is posted or if persons at the pool are otherwise notified of a closure.

General Rules

1. **THERE IS NO LIFEGUARD ON DUTY. SWIM, AND PERMIT CHILDREN TO SWIM, AT YOUR OWN RISK.**
2. Pool users must be resident members of Meadowbrook or authorized, accompanied guests of a member (see below).
3. Any person with a communicable disease or open cut is not permitted to enter the pools.
4. Swim diapers must be worn by children who are not toilet trained.
5. Diaper changing on the pool deck is prohibited. There is a diaper changing station in each restroom.
6. Swimmers must shower before entering the pools.
7. No pets/animals are permitted in the pool area (including the entire cement pool deck).
8. Horseplay, roughness, fighting, and cursing are prohibited.
9. **NO RUNNING** in the pool area.
10. **NO DIVING**, flips, cartwheels, or back jumps off the sides of the pool.
11. No hanging on the basketball rims/nets or volleyball net.
12. No smoking inside the fenced pool area or inside the Neighborhood Center.
13. No food, drink, or tobacco is allowed in the pool. No gum is permitted in the pool or in the pool area.
14. Glass and other shatterable items are prohibited in the pool area and on the Neighborhood Center's elevated deck.
15. Climbing the fence to enter or exit the pool area is never permitted.
16. Members and guests must clean up after themselves. Please keep the pool area clean and free of litter.
17. No cutoffs, street clothes, or under garments in lieu of swim suits or swim trunks in the pools.
18. Keep music and voices at an acceptable level. Conduct that unreasonably interferes with others is not permitted.

Children, Guests, and Guest Fees

1. All pool users (including adult homeowners) are expected, upon every arrival at the pool, to check in with the pool attendant (when present). An HOA member shall sign in his/her group (family and any guests) in a binder that -check in with the pool attendant should be out on the attendant's table during all attendant hours. If a pool user arrives in the morning prior to the pool attendant, please sign in when the attendant arrives. (when present) and identify their name/address (or, if a guest, to identify the HOA member(s) they are accompanying).
2. At all times, children under the age of 13 must be supervised by an HOA Member who is 16 years of age or older and who is present at the pool for the purpose of providing supervision, with the exception that a homeowner may designate a responsible person from the household who is age 16 or older but not an HOA Member (such as a visiting grandparent) to bring the homeowner's child(ren) to the pool and to serve as the required supervisor of the child(ren).
3. Between the hours of 10:00 am and 8:00 pm when an attendant is on duty, the child of a homeowner who is 13-15 years old and who resides in Meadowbrook may use the pool unaccompanied and bring no more than **ONE child as a guest** who is also 13 or older (sign-in required). This privilege is subject to revocation for any rule violations or disruptions. During other operating hours, children ages 13-15 must be accompanied by a parent or other responsible person from the household.
4. Unless accompanied by a parent or other supervisor, HOA members ages 13-15 **and their guests** at the pool **MUST SIGN IN** at the attendant's station upon arrival. (A sign-in sheet/binder should be at the attendant's table.)
5. The child of a homeowner who is 16 years old or older and who resides in Meadowbrook may use the pool unaccompanied and, when not accompanied by a homeowner, bring no more than **THREE guests** ~~who are 13 or older~~. This privilege is subject to revocation for any rule violations or disruptions.
6. Homeowners are responsible for making their children aware of and ensuring that their children follow the rules. HOA Members are responsible for making their guests aware of and ensuring that their guests follow the rules.

Members with concerns regarding any of the rules can contact one of the HOA Board members (contact information on <http://www.meadowbrookwaunakee.org/>) or a volunteer pool supervisor (contact information posted at the pools).

Meadowbrook Pool Rules (Revised May 20182019)

- 7.** Subject to other rules, a member household is allowed up to 6 people (members or guests) at the pool without any fee. A member household can have an additional 6 people at the pool (total of up to 12 in the household's group) as long one **adult Meadowbrook homeowner** from the household is present at all times. In the second group of up to 6 people, a \$2.00 guest fee applies to each person who is not an HOA member. (Note: To determine guest fees in a group larger than 6 people, the HOA members in any household's group are always counted first.)

Staffing

1. A Pool Attendant will normally be available from approximately 10 AM to 8:00 PM each day. The Pool Attendant will help keep the pool area clean, ~~enforce address~~ rules ~~issues~~, collect fees, etc. but is **not a lifeguard. SWIM AT YOUR OWN RISK.**
2. Contact information for volunteer pool supervisors is posted. These supervisors are not normally present on-site.

Safety

1. Before using the pool, read and become familiar with the pool rules and the additional pool safety and pool hours/closing information that is posted at the pool in the window of the attendant's room and on the HOA website. All pool users are expected to comply with any safety-related or rules-related directives of any of the pool attendants, volunteer pool supervisors, or HOA Board members.
2. A nonswimmer (of any age) should **never** use the pool without direct, immediate supervision. It is up to each person using the pool to assess their own need for such supervision (or the needs of any child for whom a homeowner or other pool user is responsible).
3. Presence of thunder or lightning, even in the distance, requires everyone to exit the pools and the pools to close. 30 minutes must pass after thunder or lightning is last heard/seen before the pools can re-open.

Other

1. The adult Meadowbrook homeowner(s) are responsible for ALL use of their HOA key fob(s). Do not leave your fob where children and others can use it without your permission. Report lost or stolen fobs immediately.
2. Security cameras are ~~present recording~~ in the pool area. Audio is not recorded, and the video is not regularly live-monitored.
3. Pool and NCP access may be denied due to non-payment of assessments, rule violations, or other sufficient cause.
4. Rules may be revised at any time. Current rules will be posted on the Meadowbrook website and at the pool.

Rules Q&A

1. **At what time does fob access end each day at the pool gate and at the lower NCP entry?**
Fob access via the pool gate (for both entry and exit) ends ~~at the time approximately 10 minutes after the normal closing time for the day. the pools close.~~ The lower entry into the Neighborhood Center locks out shortly after the ~~pool closing time gate locks~~. Please make sure to exit the pool area no later than the designated closing time for the pools. **Swimming in the dark is never permitted. Never climb the fence. Contact a pool supervisor (numbers are posted) if you are unable to exit.**
2. **How is a Meadowbrook homeowner defined for purposes of the pool rules?**
Meadowbrook homeowners are the adults who own the Meadowbrook home and who live in the Meadowbrook home.
3. **Who qualifies as an HOA member for purposes of the pool rules?**
HOA members are the homeowners living in the Meadowbrook neighborhood and the members of the homeowner's family who also live in the Meadowbrook home.
4. **What is an HOA household for purposes of the pool rules?**
An HOA household consists of all HOA members living in a Meadowbrook home.
5. **What is the minimum age that an HOA member can be to be at the pool without supervision?**
At all times, children under the age of 13 must be directly supervised by the adult homeowner or by a child-care provider who has been designated by the homeowner and who is at least 16 years old (such as an older sibling, a visiting grandparent, etc). ~~On a trial basis for 2018,~~ HOA-member children who are at least 13 but under 16 may be at the pool unaccompanied between 10:00 am and 8:00 pm when an attendant is on duty (sign-in required).
6. **How old does an HOA member need to be to independently bring friends as guests to the pool?**

Members with concerns regarding any of the rules can contact one of the HOA Board members (contact information on <http://www.meadowbrookwaunakee.org/>) or a volunteer pool supervisor (contact information posted at the pools).

Meadowbrook Pool Rules (Revised May ~~2018~~2019)

Subject to other rules, the child of a homeowner who is at least 13, but under 16, and who resides in Meadowbrook may use the pool unaccompanied and bring no more than **ONE** other child as a guest (who must also be 13 or older). Similarly, the child of a homeowner who is 16 years old or older and who resides in Meadowbrook may use the pool unaccompanied and bring no more than **THREE** guests ~~who are 13 or older.~~

7. Can an HOA homeowner lend his/her key fob and pool use privileges to another person/family?

No. Authorized guests must be accompanied by a member of an HOA household. For example, an HOA member who is going on vacation cannot give his/her key fob to a friend who does not live in Meadowbrook to use the pool while the HOA member is away.